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UBER TECHNOLOGIES, INC.  
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15 UNITED STATES DISTRICT COURT  
16 NORTHERN DISTRICT OF CALIFORNIA  
17 SAN FRANCISCO DIVISION

18 WAYMO LLC,  
19 Plaintiff,  
20 v.  
21 UBER TECHNOLOGIES, INC.,  
22 OTTOMOTTO LLC; OTTO TRUCKING LLC,  
23 Defendants.

Case No. 3:17-cv-00939-WHA

**UBER'S RESPONSE TO WAYMO'S  
OBJECTIONS TO SPECIAL  
MASTER'S PROTOCOL**

Ctrm: 8, 19th Floor  
Judge: The Honorable William Alsup

Trial Date: October 2, 2017

1 As a concession to the shortness of life, Uber will not respond to Waymo's repeated  
 2 assertions of "serial non-compliance." We instead briefly make two related points: First, with  
 3 respect to the transparency concern Waymo raises, it was Uber, not Waymo, that advised the  
 4 Special Master that Uber would like to tell him what Mr. Levandowski will be working on in  
 5 order to be transparent. What he is working on, however, is proprietary, and there is no need for  
 6 that information to be shared with Waymo, a major competitor who earlier this week announced a  
 7 partnership with Lyft, Uber's other major competitor. If the Special Master has any concerns  
 8 regarding what Mr. Levandowski is doing, Uber will immediately address the concerns. If Uber  
 9 does not, the Special Master will raise the issue with the Court and Waymo, as he confirmed he  
 10 would do during today's conference with the parties.<sup>1</sup>

11 Second, the Special Master has informed us that he will use his discretion regarding what  
 12 information to communicate to Waymo. That should suffice. During the parties extensive meet  
 13 and confer on this topic, Uber was prepared to share with Waymo the letters that it has sent out in  
 14 compliance with this Court's Order, on the condition that Waymo treat them as confidential  
 15 pursuant to the Protective Order. Waymo would not agree.

16 There is no need to rewrite the Special Master's protocol. With the one exception that the  
 17 parties have agreed to, the protocol should remain intact.

18 Dated: May 19, 2017

MORRISON & FOERSTER LLP

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 20 By: /s/ Arturo J. González  
 ARTURO J. GONZÁLEZ

21 Attorneys for Defendants  
 22 UBER TECHNOLOGIES, INC.  
 and OTTOMOTTO LLC  
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27 <sup>1</sup> Waymo makes much of a hypothetical question that Mr. Gonzalez posed to the Special  
 28 Master. We have confirmed for the Special Master that Mr. Levandowski is not working with  
 Velodyne or anything related to Velodyne. (See Exhibit 1, May 19, 2017 Ray e-mail.)